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**admitted pro hac vice*

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Chet Michael Wilson, individually and
as representatives of the class,

Plaintiff,

v.

Mountainside Fitness Acquisition LLC,
Defendant.

Case No. 2:25-cv-01481-MTL

PLAINTIFF'S NOTICE OF
SUPPLEMENTAL AUTHORITY

1 Plaintiff submits this notice of supplemental authority to alert the Court to *Wilson*
 2 *v. Medvidi, Inc.*, 2025 WL 2856295 (N.D. Cal. Oct. 7, 2025), a decision issued earlier this
 3 week that bears on the pending motion to dismiss in this case, ECF 13.

4 *Medvidi* holds that “a ‘telephone call’ as used in 47 U.S.C. § 227(c)
 5 encompasses ... text messages.” 2025 WL 2856295, at *4. Analyzing § 227(c)’s text,
 6 *Medvidi* reaffirms the Ninth Circuit’s holding that the meaning of the word “call” at the
 7 time of the TCPA’s enactment “refers to both oral and written communications.” *Id.* at *2
 8 (citing *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946, 953–54 & n.3 (9th Cir. 2009)).
 9 And it explains that “the purpose and structure of the TCPA” reinforce that interpretation,
 10 making “clear that Congress was more concerned with the purpose of the telephone
 11 communications it proscribed in the TCPA than the form in which those communications
 12 are transmitted.” *Id.* at *3. *Medvidi* thus agrees with the FCC that “the term ‘call’ includes
 13 a text message” based on “the plain meaning of the statutory text as it has been understood
 14 by consumers, the FCC, and courts since the TCPA’s passage.” *Id.*

15 *Medvidi* also rejects specific arguments that Defendant has made here. For example,
 16 Defendant has argued that “text messaging was not an available technology in 1991, and
 17 thus ‘telephone call’ would not have included text or SMS messages.” ECF 13 at 14.
 18 *Medvidi* considers and rejects essentially the same argument, explaining that a proper
 19 analysis “looks to the plain meaning of the text rather than the specific facts or technology
 20 that Congress may have had in mind in 1991 at the time of the TCPA’s passage.” 2025 WL
 21 2856295, at *2 (citing *Oncale v. Sundowner Offshore Servs., Inc.*, 523 U.S. 75, 79 (1998)).

22 Defendant has also argued that the Ninth Circuit’s and the FCC’s interpretation of
 23 the word “call” “does not control here” because both first interpreted the term in the context
 24 of § 227(b), the statute’s autodialer provisions. ECF 20 at 5–6; *see also id.* at 8–9. *Medvidi*
 25 rejects the “position that the term ‘call’ has a different meaning in section 227(b) and
 26 section 227(c),” reasoning that such arguments “fail[] to give consistent meaning to the
 27 same term” throughout the statute. 2025 WL 2856295, at *3.

28 A copy of the order in *Medvidi* is attached as **Exhibit A**.

1 RESPECTFULLY SUBMITTED this 10th day of October, 2025,

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15 By: /s/ Michael Skocpol

16 Michael Skocpol

17 *Counsel for Plaintiff and the Proposed*
18 *Class*

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CERTIFICATE OF SERVICE

I hereby certify that on October 10, 2025, a true and correct copy of the foregoing notice of supplemental authority was served by CM/ECF to the parties registered to the Court's CM/ECF system.

Dated: October 10, 2025

By: /s/ Michael Skocpol
Michael Skocpol